

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change							
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Arrowhead Regional Medical Center								
County Department Contract Representative					Telephone		Total Contract Amount	
Mark H. Uffer, Director					580-6150		\$100,000 per Fiscal Year	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date	Contract End Date	Original Amount		Amendment Amount	
			7/1/03	6/30/06				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
EAD	MCR	MCR	200	2445		\$100,000/FY		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name				Estimated Payment Total by Fiscal Year				
Legal Services				FY	Amount	I/D	FY	Amount
				03/04	\$100,000	—		
				04/05	\$100,000	—		
Contract Type – 2(b)				05/06	\$100,000	—		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Foley & Lardner

Hereinafter called Attorneys

Address

2029 Century Park East, Suite 3500

Los Angeles, CA 90067-3021

Telephone

(310) 975-7711

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is made and entered into by the County of San Bernardino, hereinafter referred to as "County," on behalf of the Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Foley and Lardner, hereinafter referred to as "Attorneys."

WHEREAS, County has the need for certain legal services in the area of health care, mental health and hospital law; and

WHEREAS, County has determined that it is in the best interest of County to retain Attorneys to represent County in health care, mental health, and hospital legal matters as may be assigned; and

WHEREAS, Attorneys have special skills, knowledge, experience and expertise in the areas of health care, mental health, and hospital law.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. County shall retain the services of Attorneys as an independent contractor to represent County in health care, mental health, hospital law and related matters as may be assigned by County. This Agreement shall commence upon execution by the parties and remain in effect for three (3) years unless terminated as hereinafter provided.
2. Attorneys shall be compensated for services under this Agreement at the following hourly rates:
 - a. See Attached Fee Schedule (Attachment A).
 - b. It is agreed that Charles Oppenheim of Attorneys shall serve as lead counsel with respect to services under this Agreement and that Attorneys shall not assign any person to perform services under this Agreement who County requests to be removed from the performance of services for County. Attorneys shall, to the extent feasible, assign work under this Agreement to attorneys with the lower billing rates in order to reduce costs under this Agreement. Any changes to the above rates shall require advance approval of County.
3. Attorneys shall submit monthly statements to the Director of the Medical Center, with a copy to County Counsel, for fees and costs for services performed under this Agreement and County shall pay its obligations to Attorneys within a reasonable time after receipt of billings. Such monthly statements shall indicate the services performed, the person(s) performing the services and provide an accounting of work time spent for which payment is requested under this Agreement. Fees under this Agreement shall not exceed \$100,000 per fiscal year unless prior approval is obtained from County.
4. Attorneys and County reserve the right in their discretion to terminate this Agreement at any time Attorneys or County deem necessary or advisable upon ten (10) days written notice to the other party. Services of Attorneys hereunder shall not be deemed terminated until Attorneys have had an opportunity to obtain leave of court to withdraw from any court proceeding concerning which Attorneys are attorney of record for County. In the event of termination of this Agreement, Attorneys shall immediately provide County with all materials, documents and work product related to services performed under this Agreement.
5. The experience, skill and expertise of Attorneys are of the essence to this Agreement. Attorneys shall not assign (whether by assignment or novation) this Agreement or delegate their duties hereunder in whole or in part or any right or interest hereunder without the prior written consent of County.
6. This Agreement may be amended or modified only by a written amendment signed by each of the parties, and a failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.
7. The Director of the Medical Center shall have the authority to exercise County's rights under this Agreement.
8. All notices herein required shall be in writing, and delivered in person or sent by certified mail, postage, prepaid, addressed as follows:

ARROWHEAD REGIONAL MEDICAL CENTER
400 North Pepper Avenue
Colton, CA 92324
Attn: Director

Copy to: **Office of County Counsel**
Charles J. Larkin, Deputy
385 N. Arrowhead Ave.
4th Floor
San Bernardino, CA 92415

FOLEY & LARDNER
2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021
Attn: Charles Oppenheim, Attorney at Law

9. Attorneys shall prepare and submit case reports and recommendations when requested by County.
10. "Out of pocket" costs shall be reimbursed to Attorneys on the following basis:
 - a. County will not pay for the ordinary costs of Attorneys in conducting business. The following items shall not be reimbursed: rent, utilities, document preparation, word processing, ordinary postage, incoming and outgoing facsimiles, in-house courier, local telephone charges, routing photocopying, office supplies and support staff.

b. Invoices for services rendered by other service providers or professionals, such as deposition transcripts, deposition fees, expert opinions, experts, approved document production services, trial exhibit preparation, and the like shall be reimbursable to Attorneys or at County's discretion paid directly by County if Attorneys obtain prior approval for such expenses from County.

c. County will reimburse properly itemized and reasonable expenditures by Attorneys for the following:

1. Court filing fees, jury fees, and other necessary court costs;
2. Long distance telephones;
3. Mileage at the rate established by the Internal Revenue Code;
4. Necessary travel costs previously authorized by County; and
5. Westlaw or Nexis on-line charges for case research.

11. Attorneys agree and understand that County is paying on an hourly basis and will not pay for items which are charged on a "Value Billing" basis. For purposes of this Agreement, value billing is defined as billing time or fees for a task on any basis other than the actual time that was worked by the biller, measured in tenths of an hour.

12. Attorneys shall upon request provide County copies of all information and correspondence relating to their work.

13. Attorneys agree that County employees are Public Servants and do not require client development. Attorneys therefore agree not to charge County for any client development costs.

14. Indemnification and Insurance:

Indemnification – Attorneys agree to indemnify, defend and hold harmless County, its officers, agents and employees, from and against any and all claims, losses, injuries, demands, suits or judgments, including the cost of defense thereof, caused by Attorney's negligent or intentional wrongful conduct arising from or connected with services performed under this Agreement, except such loss, injury or damage caused by acts or omissions of officers, agents or employees of County.

Insurance – In order to accomplish the indemnification herein provided for, but without limiting the indemnification, Attorneys shall secure and maintain throughout the term of the Agreement the following types of insurance with limits as shown:

Workers' Compensation – A program of Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's liability with \$250,000 limits, covering all persons providing services on behalf of the Attorneys and all risks to such persons under this Agreement, except that all shareholders of Attorneys acknowledge that they have waived any right they may to Workers' Compensation insurance and hereby agree to hold County harmless from any all such claims.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by County.

Proof of Coverage – Attorneys shall immediately furnish certificates of insurance to County evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to County and shall maintain such insurance from the time Attorneys commence performance of services hereunder until the completion of such services.

15. To the extent necessary to prevent disallowance of reimbursement under Section 1861(v)(1)(I) of the Social Security Act, until the expiration of four years after the furnishing of services under this Agreement, Attorneys shall make available upon written request to the Secretary of the U.S. Department of Health and Human Services, and upon request to the Controller General of the U.S. General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such book, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by Attorneys. Attorneys further agree that in the event Attorneys carry out any of their duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Controller General of the U.S. General Accounting Office, or any of their duly authorized representative, a copy of such subcontract and such books, documents, and records of such organization are necessary to verify the nature and extent of such costs.
16. Contract Compliance. Attorneys shall comply with the applicable provisions of County of San Bernardino rules and regulations; Executive orders 11246, 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; California Fair Employment Practices Act; San Bernardino County Policy No. 11-15; and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulation hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Officer of the County of San Bernardino at (909) 387-5584.
- Compliance with Civil Rights Act. Attorneys shall comply with Title VI of the Civil Rights Act of 1964, which provides, in part, that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation under any programs activity for which Attorneys received financial assistance. Attorneys will immediately take any measures necessary to effectuate this covenant.
17. Former County Officials. Attorneys agree to provide, or have already provided, information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Attorneys. The information provided includes a list of former County of San Bernardino administrative officials who terminated County of San Bernardino employment with the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Attorneys. For purposes of this provision, "County of San Bernardino Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County of San Bernardino Administrative Officer or member of such officer's staff, County of San Bernardino department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
18. Health Insurance Portability and Accountability Act (HIPAA). Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Attorneys shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appendix I.

19. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Foley & Lardner, a Wisconsin General Partnership
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: Charles Oppenheim
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Hourly Fee Schedule
Foley & Lardner/Arrowhead Regional Medical Center
CALIFORNIA HOURLY RATES

LAST NAME	FIRST NAME	TITLE	HOURLY RATE
Abalona	William L.	Partner	385
A'Costa	Sandra N.	Paralegal	150
Albert	Richard M.	Partner	410
Alcaraz -Pitts	Susan B.	Other	40
Allen	Cynthia P.	Paralegal	125
Allen	Mary Ellen	Associate	310
Almon	Patricia K.	Senior Counsel	310
Ames	Wesley A.	Special Counsel	415
Anwar	Hema R.	Associate	335
Arnold	Laurence R.	Partner	415
Aronson	Peter	Partner	560
Ashby	Julie C.	Senior Counsel	300
Baird	James H.	Senior Counsel	375
Barcena	Rocio E.	Other	85
Barglow	Jason N.	Associate	250
Barnes	Kim M.	Other	100
Barnes	Page R.	Senior Counsel	340
Bates	Jeffrey R.	Special Counsel	365
Baxter	Christa	Paralegal	80
Beatty	Joseph W.	Associate	320
Belfiore	John B.	Paralegal	160
Benator	Sarah G.	Associate	280
Bennett	Patricia	Paralegal	80
Beresford	Linda C.	Associate	275
Berglund	Erik	Paralegal	80
Betke	Irene	Paralegal	150
Blanchard-Saiger	Gail M.	Senior Counsel	275
Blossom	Susanne R.	Associate	225
Blumenthal	David A.	Partner	545
Bouchez	Cynthia	Associate	350
Breitenstein	Daniel P.	Paralegal	150
Brown	Lowell C.	Partner	465
Burt	Lisa	Paralegal	160
Butwinick	Jeffrey H.	Associate	250
Bynum	Marilyn D.	Other	100
Cammarano	Terri W.	Partner	350
Carden	Douglas L.	Partner	415
Carlberg	Russell L.	Associate	215
Carlucci	Thomas F.	Partner Contrct	450
Chan	Gregson R.	Other	130
Cheatham	Robert W.	Of Counsel	400
Cochran	R. Gregory	Associate	260
Cohen	Howard W.	Senior Counsel	355
Cohn	Jonathon E.	Partner	370
Conn	Lawrence C.	Special Counsel	440
Coslick	Ronald	Associate	415
Costakos	Jeffrey N.	Partner	470
Davison	Jessica B.	Paralegal	160
Day	Joy A.	Other	85
de Castro	Jose-Manuel A.	Senior Counsel	300
de la Garza	Linda M.	Paralegal	130
deGyarfas	Victor S.	Senior Counsel	375

LAST NAME	FIRST NAME	TITLE	ATTACHMENT A HOURLY RATE
Delehunt	Michael E.	Partner	390
DelValle	Wendy	Paralegal	185

DeMarre	Jennifer L.	Other	25
Deosil-Solano	Avenel	Paralegal	80
Dhand	Sanjeev K.	Associate	385
Diaz	Odette	Other	80
Dillon	Garrett E.	Associate	240
Dipasupil	Mercedes F.	Other	85
Dodson	Marian E.	Associate	215
Douglas	John H.	Senior Counsel	350
Driscoll	Thomas L.	Partner	495
Elias	Peter J.	Partner	350
Elson	Elizabeth S.	Associate	280
Enders	Robert J.	Of Counsel	550
Evers	William D.	Of Counsel	480
Fattahi	Sahyeh S.	Special Counsel	135
Fogliani	Carrie E.	Associate	250
Foster	Kathryane O.	Paralegal	210
Frame	Stefanie	Other	90
Freedman	David G.	Partner Contrct	405
Garcia	Diane S.	Paralegal	155
Garcia	Lorri A.	Paralegal	120
Gauthier	Line S.	Other	80
Geenen	Nancy J.	Partner	435
Gelfond	Michael D.	Associate	215
Godes	James N.	Partner	350
Goldstein	Robert E.	Partner	425
Goodfellow	Lynn R.	Senior Counsel	295
Goranson	Andrea J.	Associate	240
Hagen	Harold A.	Senior Counsel	350
Hall	Ellen M.	Paralegal	210
Hall	Gregory J.	Associate	325
Harrington	Irvin C.	Associate	395
Harris	Deborah A.	Paralegal	100
Hedrick	Carole M.	Other	90
Hoffman	Samuel F.	Partner	425
Hoover	Nathan A.	Other	100
Huang	Yong M.	Other	20
Hwang	Joseph R.	Associate	300
Jensen	James N.	Associate	275
Jensen	Lawrence C.	Of Counsel	335
Jones	James T.	Senior Counsel	275
Jones	Vreeland O.	Senior Counsel	385
Kalyvas	James R.	Partner	555
Kashani	Mirsaied	Special Counsel	375
Kauffman	Jeffrey C.	Other	80
Kawaguchi	Toshiaki R.	Associate	250
Keller	George H.	Senior Counsel	340
Kimmel	Lance Jon	Partner	460
King	Ivonne M.	Senior Counsel	340
Klein	Kenneth S.	Partner	370
Klein	Robert A.	Special Counsel	450
Kleinke	Bernard L.	Of Counsel	470
Koenen	Frederick K.	Partner	425
Lasater, II	Richard W.	Partner	495
Lavender	Jason E.	Associate	280
Lee	Anne A.	Special Counsel	205
Lemmo	John C.	Associate	225
Leslie	Grace V.	Paralegal	80
Leventhal	Robert C.	Partner	430

Lewman	Kevin T.	Other	170
Librarian	LA	Other	60
Lindeke	Jonathan M.	Partner	460
Lombardo	Pamela A.	Paralegal	150
Ma	Rongjie	Of Counsel	630
MacNeill	Karen T.	Other	130
Malone	Richard D.	Associate	350
Marks	Lisa	Other	100
Marshall	Larry L.	Partner	345
Martin	Susan L.	Other	70
McCaw	Diane M.	Other	80
McClune	Gregory W.	Partner	450
McCord	Clinton J.	Associate	255
McDougall	Patricia J.	Other	85
McFeely	Stephen A.	Partner	430
McGregor	Jeannine Y.	Associate	215
McNeill	Heather D.	Associate	295
Meinhardt	Robyn A.	Partner	395
Minassian	Lori V.	Associate	205
Mintz	Shana T.	Senior Counsel	355
Mishra	Maira K.	Senior Counsel	330
Moser	Gregory V.	Partner	435
Moskitis	Richard L.	Special Counsel	350
Mugglebee	Erica	Paralegal	80
Nanda	Deepak	Associate	300
Napolitana	Lee Ann B.	Associate	330
Naranjo	Michael A.	Associate	215
Nelson	Erika M.	Associate	295
Newsom	Eric A.	Special Counsel	300
Nguyen	James D.	Senior Counsel	335
Norvell	Mary K.	Special Counsel	340
Nourani	Leila	Partner	350
Nye	Debra D.	Associate	385
Oppenheim	Charles B.	Partner	435
Opper	Richard G.	Partner	400
Overly	Michael R.	Partner	460
Owens	Keith C.	Senior Counsel	290
Paine	Shirley J.	Partner	385
Parrish	Stephen W.	Partner	400
Passarello	Paula M.	Paralegal	165
Penner	Ingeborg E.	Partner	400
Perez-Serrano	Rebeca	Associate	360
Polin	Kenneth D.	Partner	470
Porter	Andrea T.	Of Counsel	450
Price	Jodie M.	Other	85
Pugh	Darrell L.	Associate	240
Pugh	Margaret E.	Other	70
Racicot	Diane M.	Senior Counsel	340
Rank	Patricia A.	Other	75
Reilly	Sheila M.	Special Counsel	330
Reiter	Stephen E.	Partner	450
Richardson	Clare F.	Partner	380
Ridley	Eileen R.	Partner	400
Rios	Christina E.	Associate	250
Rittmaster	Ted R.	Partner	395
Roberts	Sally J.	Other	75
Robinson	William J.	Partner	515
Rodriguez	Denise R.	Partner	465

Root Jr.	George L.	Partner	465
Rosenbaum	Salem Wayne	Special Counsel	325
Rubin	Damon	Senior Counsel	300
Ruggiero	Richard S.	Other	130
Ruskin	Jennifer B.	Associate	215
Sable	Joshua M.	Partner	330
Sabula	Ruth I.	Paralegal	185
Sage	Debra J.	Other	90
San Pietro	Richard M.	Associate	415
Sanematsu	Shirley E.	Associate	250
Sarda	Germaine S.	Other	120
Saunders	Wyn	Paralegal	165
Scarano	R. Michael	Partner	420
Schieble	Mark T.	Partner	500
Schuman	Teresa I.	Other	120
Schwarcz	Aaron M.	Associate	250
Seiden	Richard F.	Partner	475
Sevell	Robert D.	Partner	455
Shaw	Christopher D.	Associate	240
Simmons	Vonda K.	Other	100
Singer	Amie J.	Associate	275
Smason	Tami S.	Partner	405
Snickars	Eric	Paralegal	80
Spehar	Teresa	Associate	350
Stephens	Dorothy J.	Partner	365
Stewart	Paul A.	Partner	500
Sullivan	Kirk N.	Senior Counsel	475
Summer Associate	L.A.	Other	100
Sympson	Michelle L.	Other	80
Talesh	Shauhin A.	Associate	235
Tarantino	William F.	Associate	240
Taylor	Michael L.	Senior Counsel	350
Taylor	Stacy L.	Partner	445
Thorsteinson	Cathy	Paralegal	150
Tillotson	Lexie	Other	70
Torres	Jesus	Paralegal	45
Toste	Lucinda	Other	70
Townsend	Cristy L.	Other	140
Truong	Vinh Q.	Other	100
Tucker	Wendy L.	Associate	240
Ung	Diane	Partner	380
Villafranca	Cheri N.	Paralegal	120
Vukadinovich	David M.	Associate	330
Waltz	Judith A.	Partner	445
Warburg	Richard	Partner	525
Warzala	Caroline M.	Other	90
Washington	Susanne C.	Associate	300
Washington-Duncan	Lia D.	Paralegal	160
Weiner	Sherry L.	Other	75
Weissburg	Carl	Of Counsel	550
Wellman	Arthur A.	Senior Counsel	395
Wenbourne	Robert J.	Special Counsel	335
Whittaker	Michael A.	Associate	385
Wilson	Barry S.	Associate	415
Wilson	Jon M.	Partner	570
Wong	Janine M.	Other	130
Woodall	Kevin F.	Senior Counsel	340
Woolley	Patrick	Other	80

Wykes
Young

Deborah L.
Canon T.

Other
Associate

80
250

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, ATTORNEYS, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate shall implement administrative, physical, and technical safeguards to:
 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity direct or agrees pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- c. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.